



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840
Internet: <https://us06web.zoom.us/j/96728393278>
Phone: 888 475 4499 and Meeting ID: 967 2839 3278

February 23, 2023

4:00 PM

City Hall Council Chambers

Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.

1. Call to Order.

2. Executive Session Agenda.

Executive Session is closed to the public and will be held in the 1938 Executive Conference Room. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop or Regular Agendas and return into Executive Session to seek legal advice from the City Attorney regarding any item on the Workshop, Consent or Regular Agendas under Chapter 551, Texas Government Code.

2.1. Consultation with Attorney {Gov't Code Section 551.071};

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas.
- b. McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas.
- c. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
- d. Robert Danny Clack, II v. City of College Station, et al., Civil Action No. 4:22-cv-02404, in the U.S. District Court for the Southern District of Texas, Houston Division.
- e. Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas.
- f. SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services.
- g. LaLa Vida, LLC v. City of College Station, Cause No. 23-000374-CV-272, in the 272nd District Court, Brazos County, Texas.

2.2. Personnel {Gov't Code Section 551.074};

Possible action. The City Council may deliberate the appointment, employment, evaluation,

reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. City Manager
- b. Council Self-Evaluation

3. The Open Meeting will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.

4. Pledge of Allegiance, Invocation, and Consider Absence Request.

Speaker Protocol

An individual who desires to address the City Council regarding any agenda item other than those items posted for Executive Session must register with the City Secretary two (2) hours before the meeting being called to order. Individuals shall register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council using a translator may speak for six (6) minutes. The speaker's microphone will mute when the allotted time expires and the speaker must leave the podium.

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation and recognition for the 100th Anniversary of the A&M United Methodist Church.

Sponsors: Tanya Smith

Attachments: 1. 100th Anniversary of A&M United Methodist Church

6. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

7. Consent Agenda.

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

7.1. Presentation, discussion, and possible action of minutes for:

- February 9, 2023 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM020923 DRAFT Minutes

7.2. Presentation, discussion, and possible action regarding an annual price agreement award to Techline, Inc. for the purchase of Electric Distribution Poles for an amount not to exceed \$8,980,493.38.

Sponsors: Mary Ellen Leonard

Attachments: 1. 23-027 APA Distribution Poles Award 012723

- 7.3. Presentation, discussion, and possible action regarding a purchase order to KBS Electrical Distributors for electric meter sockets for \$125,311.70.

Sponsors: Mary Ellen Leonard

Attachments: 1. 23-024 Bid Award 012423

- 7.4. Presentation, discussion, and possible action regarding a contract with Kimley-Horn for the design of the George Bush Bike Lanes Project for \$235,000.

Sponsors: Jennifer Cain

Attachments: 1. George Bush Bike Lane Project - KH Scope

- 7.5. Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Brannon Industrial Group dba BVR Waste and Recycling for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher

Attachments: 1. B.I.G. Franchise Agreement

- 7.6. Presentation, discussion, and possible action regarding an amendment to the rental agreement with Big Truck Rental, LLC for the rental of a front end loader for solid waste collection for \$10,000 per month.

Sponsors: Emily Fisher

Attachments: 1. Big Truck Rental Amendment

8. Workshop Agenda.

- 8.1. Presentation, discussion, and possible action regarding an Economic Development program update.

Sponsors: Brian Piscacek

Attachments: None

- 8.2. Presentation, discussion, and possible action regarding updates to the City's Event, Program, and Activity Sponsorship Policy.

Sponsors: Jeff Kersten

Attachments: 1. Event, Program, and Activity Sponsorship Policy

9. Regular Agenda.

- 9.1. Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 0.041 acre variable width Public Utility Easement, said Public Utility Easement being located in the Crawford Burnett Survey, Abstract No. 7, College Station, Brazos County, Texas and being the same easement recorded in volume 1164, page 639 of the Official Records of Brazos County, Texas.

Sponsors: Parker Mathews

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Vicinity Map
4. Location Map
5. Application

- 9.2. Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions:

- Arts Council of Brazos Valley
- CDBG Public Service Review Committee
- Spring Creek Local Government Corporation Services

Sponsors: Tanya Smith

Attachments: None

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

12. Council Reports on Committees, Boards, and Commissions.

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

13. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

14. Adjourn.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on February 17, 2023 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD

at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."

February 23, 2023
Item No. 5.1.
100th Anniversary of the A&M United Methodist Church.

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: N/A

Agenda Caption: Presentation and recognition for the 100th Anniversary of the A&M United Methodist Church.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the Proclamation.

Summary: N/A

Budget & Financial Summary: None.

Attachments:

1. 100th Anniversary of A&M United Methodist Church



Proclamation

WHEREAS, in 1918, Texas A&M President W. B. Bizzell asked ministers of Bryan Churches to provide services for students; and

WHEREAS, in response, Reverend P.T. Ramsey of First Methodist Church of Bryan provided \$500 to encourage organization of the first Methodist student group on campus; and

WHEREAS, in 1919, the Texas Conference of the Methodist Episcopal Church established a two-point circuit of the Alexander Methodist Church at Tabor and the A&M Church; and

WHEREAS, in 1920, Reverend King Vivion arrived as the first minister having neither experience nor a church building; and

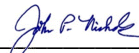
WHEREAS, Reverend Vivion successfully shepherded the new congregation into existence with an official organization date of February 23, 1923; and

WHEREAS, the new church purchased land across the street from campus for \$2,000 in 1923 and remains in this same location continuing to serve the university students, faculty, and staff as well as the rapidly growing College Station community.

NOW, THEREFORE, I, John P. Nichols, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, do hereby recognize the

100th Anniversary of A&M United Methodist Church

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 23rd Day of February, 2023.



John P. Nichols
Mayor

Attest:



Tanya Smith
City Secretary

February 23, 2023
Item No. 7.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• February 9, 2023 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM020923 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
FEBRUARY 9, 2023

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney - absent

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, Assistant City Attorney
Tanya Smith, City Secretary – via remote
Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present.

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on February 9, 2023, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Presentation of the Employee of the Year nominees and recognition of the Employee of the Year, the City Impact Award, and the City Leadership Award recipients.

Nominees for Employee of the Year were:

Anthony Armstrong, Jared Lapaglia, Virgil Eric Barton, Jake Gornitz, Kord Bratsen, Richard Ryan, Robert White, Lucy Coronilla, and Daniel Smith.

The Employee of the Year is Lucy Coronilla with the Fiscal Services. Of note was her dedication to her job, personal accountability and dependability, accomplishing difficult task while short-staffed and running the day to day operations.

Bryan Woods, City Manager, announced the City Impact Award, which is given by the City Manager's Office to the employee who had a meaningful and long-lasting impact on College Station and the community during the past year.

The recipient of the inaugural City Impact Award was Robert White, Electric Department, who has been recognized by his peers and by city leadership for his contributions to the city.

Mr. Woods announced that the second new award is The City Leadership Award, which is given by the City Manager's Office to a department director or assistant director who demonstrated outstanding leadership over the past year. Recipients are nominated by their peers on the Executive Leadership Team.

The recipient of the inaugural City Leadership Award is Michael Ostrowski. Planning and Development Director, his leadership skills and guidance produced a direct and immediate impact in his department and throughout the community in a relatively short time.

The Council Meeting recessed at 4:18 p.m. for a reception honoring the Employee of the Year nominees and recognition of the Employee of the Year, the City Impact Award, and the City Leadership Award recipients.

1. Reception.

The Council Meeting reconvened at 4:36 p.m.

4. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, §551.076-Security, and §551.086-Competitive Matters, the College Station City Council convened into Executive Session at 4:37 p.m. on February 9, 2023, to continue discussing matters pertaining to:

4.1. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:

- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
- McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and
- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and
- Robert Danny Clack, II v. City of College Station, et al., Civil Action No. 4:22-cv-02404, in the U.S. District Court for the Southern District of Texas, Houston Division; and
- Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas; and
- SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services; and
- Legal advice related to a development agreement regarding land generally located at the 2300 Block of Arrington Road.

4.2. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Manager
- Council Self-Evaluation

4.3 Deliberation on deployment, or specific occasions for implementation, of security personnel or devices or a security audit; to wit:

- Security related to City Hall and Council Chambers.

4.4 Deliberation on a competitive matter as that term is defined in Gov't Code Section 552.133; to wit:

- Power Supply

5. The Open Meeting Will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.

Executive Session recessed at 6:07 p.m. No action was taken.

6. Pledge of Allegiance, Invocation, consider absence request.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Yancy, the City Council voted six (6) for and none (0) opposed, to accept Councilmember Maloney's absence request for February 9, 2023. The motion carried unanimously.

7. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

7.1. Presentation of a proclamation recognizing Black History Month.

Mayor Nichols presented a proclamation recognizing June 2023 as Black History Month to Jennifer Hasan and Mildred Davis with the Brazos Valley African American Museum.

8. Hear Visitors Comments.

John Nicks. Plantersville, spoke on needing a committee for the disability to make College Station a more disability-friendly place that includes sports for folks in a wheelchair in different events.

9. CONSENT ITEMS

Presentation, discussion, and possible action on consent items which consist of ministerial, or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.

No items were pulled for discussion.

9.1. Presentation, discussion, and possible action of minutes for:

- **January 26, 2023 Council Meeting**

9.2. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Brannon Industrial Group dba BVR Waste and Recycling for the collection of recyclables from commercial businesses and multi-family locations.

9.3. Presentation, discussion, and possible action regarding the addition of a \$300,000 contingency amount for the Rock Prairie West Project, a \$440,000 contingency amount for the

Greens Prairie Ph. 2 Widening Project, and a \$390,250 contingency amount for the Cain/Deacon Railroad Crossing Project. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount for each identified project.

9.4. Presentation, discussion, and possible action regarding the adoption of Resolution No. 02-09-23-9.4 supplementing Resolution 12-08-22-9.10 to approve of a revised Commitment Schedule in the Note with the U.S. Department of Housing and Urban Development Section 108 Loan Guarantee Program for the rehabilitation of LULAC Oak Hill Apartments.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to approve the Consent Items. The motion carried unanimously.

10. WORKSHOP ITEMS

10.1. Presentation, discussion, and possible action on an update from the College Station Police Department.

Billy Couch, Police Chief, provided an update on Crime Statistics, Significant Incidents, Response Times and Local vs non-Local.

Residents' vs Non-Residents

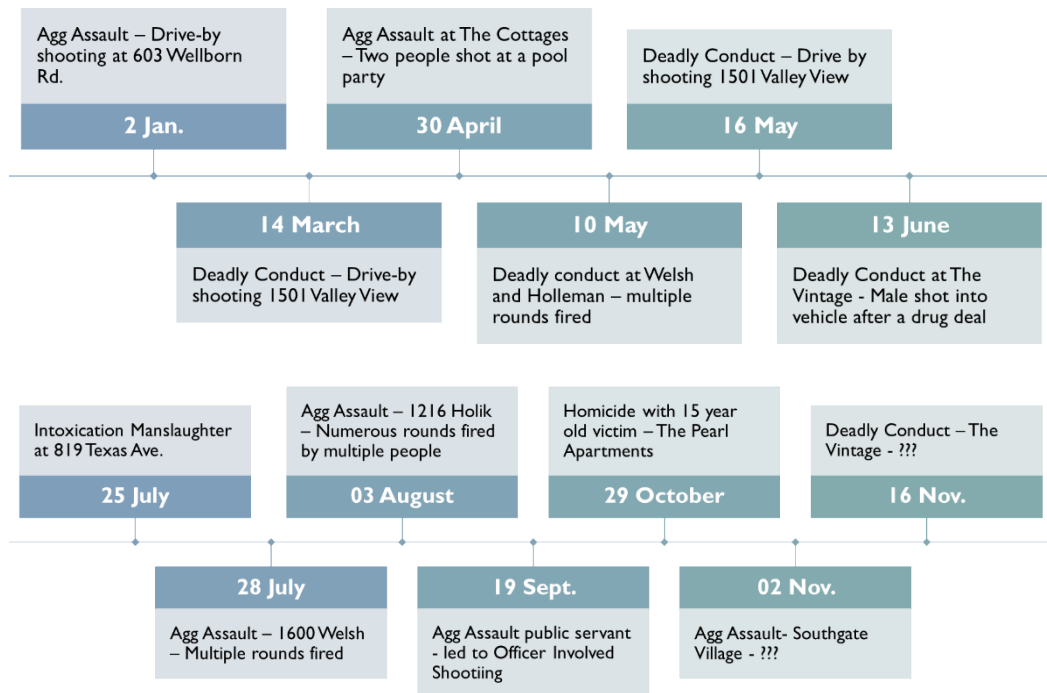
- 2022 Arrest Data Only
- Non-Residents 1798
- Residents 1202
- Unknown 29

| Response Times | 2020 | 2021 | 2022 |
|------------------------------|-------|-------|-------|
| P1 - Immediate Response | 05:56 | 06:11 | 06:24 |
| P2 - Immediate Non-Emer Resp | 06:34 | 06:53 | 06:47 |
| P3 - Delayed Response | 08:39 | 08:52 | 08:47 |
| P4 – Response not Required | 09:27 | 11:14 | 10:26 |

Crime Statistics

| Year | 2019 | 2020* | 2021 | 2022 |
|--------------------------|--------|--|--------|------------------------------------|
| Total Calls | 97,395 | 85,104 | 95,302 | 85,130 |
| Murder | 3 | 2 | 7 | 1 |
| Sexual Assault | 81 | 78 | 89 | 106 |
| Robbery | 16 | 15 | 17 | 10 |
| Aggravated Robbery | 38 | 13 | 19 | 7 |
| Aggravated Assault | 79 | 64 | 113 | 73 |
| Burglary of a Habitation | 271 | 244 | 190 | 159 |
| Burglary of a Vehicle | 537 | 598 | 507 | 503 |
| Theft of Firearm | 81 | 139 | 174 | 123 |
| | | *Covid Pandemic March 13, 2020 Statewide Emergency | | % Change represents 2019 & 2021 |

Significant Incidents



10.2 Presentation, discussion, and possible action on an update from the College Station Fire Department.

Richard Mann, Fire Chief, provided an update on the Fire Department.

- Response Times 2012-2022
- Fire Prevention
- EMS Auto Aid Reduction by 52%
- EMS Auto Aid vs. Mutual Aid
- Proposed Agreement
 - ❖ Fire Calls
 - ✓ Automatic Aid response
 - ❖ EMS Calls
 - ✓ Mutual Aid for low acuity calls – Alpha, Bravo, Charlie
 - ✓ Automatic Aid for high acuity calls – Delta, Echo
 - ✓ Financial adjustment at the end of each fiscal year for EMS transports
 - ✓ Assures taxpayers in both jurisdictions are made whole for services provided to the neighboring city
- Ambulance Unavailability
- Fire Station Update
 - ❖ Staffing for Adequate Fire & Emergency Response (SAFER)
 - ✓ 2018
 - 6 firefighters – hired 2/3/20
 - \$911,476 federal funding over 3 years – 75%, 75%, 25%
 - \$830k reimbursed, \$81k remaining
 - ✓ 2021
 - 7 firefighters
 - \$1,942,269 federal funding over 3 years – 100% all 3 years
 - ❖ Staffing for Adequate Fire & Emergency Response (SAFER)

- ✓ 2020
 - Paramedic Program (14 students)
 - \$700,320 program award, 10% local matching funds
- ✓ 2021
 - \$37,659 – Wellness/Fitness
 - \$209,540 – Active Attack Training *(not approved)
- ✓ 2022
 - Active Attack Training
- On-going Challenges
 - ❖ Medical supply costs & availability
 - ❖ Apparatus production times
 - ❖ Maintaining Inspection Cycle
 - ❖ Recruitment & Retention
 - ✓ Invest Local Initiative

11. REGULAR ITEMS

11.1. Public Hearing, presentation, discussion, and possible action on Ordinance No. 2023-4419 amending Ordinance No. 2022-4383 as Budget Amendment Number 2 amending the 2022-2023 Fiscal Year in the amount of \$65,739,921.

Mary Ellen Leonard, Director of Finance, stated that the proposed budget amendment is to increase the FY23 budget appropriations by \$65,739,921 primarily because of the general obligation bonds approved by the electorate in November 2022. The approved bond issuance totals \$56,100,000. Which included the capital and emergency repair expenses for water/wastewater, capital expenses for parks, unlimited potential, and police expenses related to grant awards. The city has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The summary has the complete description of the items which are included in the proposed budget amendment. If approved, the net revised 2022-2023 budget appropriations will be \$504,071,968.

At approximately 7:44 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:44 p.m.

MOTION: Upon a motion made by Councilmember Wright, and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2023-4419, amending Ordinance No. 2022-4383 as Budget Amendment Number 2 amending the 2022-2023 Fiscal Year in the amount of \$65,739,921. The motion carried unanimously.

11.2. Presentation, discussion, and possible action regarding a change order to the CMAR contract for renovations at 1207 Texas Avenue with JaCody Construction, LP to add a Plaza Addition at 1207 Texas Avenue, for an amount not to exceed \$294,000.

Jennifer Cain, Director of Capital Projects, stated that the city is currently renovating the facility located at 1207 Texas Avenue for office and event space for the Economic Development and Tourism departments. The Human Resources department and Facilities Maintenance division were previously located in this building, since they moved into the new City Hall building and Facilities Maintenance has moved to their new building located at 300 Krenk Tap Road. The renovation project includes updating the building to current codes and upgrading mechanical, plumbing, and electrical systems, as well as adding an event space in the old fire station bays. Mrs. Cain explained that extensive facade

work to the exterior of the building is also included, and staff determined that a construction manager at risk (CMAR) procurement method was the most beneficial for this project. The City awarded the CMAR contract to JaCody Construction, LP in November 2021. This change order is to add an outdoor plaza space off the event space located adjacent to the City Hall front lawn. The work includes earth work, utility work, concrete work, limestone retaining wall, landscape and irrigation, lighting, and shade structures. Images and more details will be provided in the presentation. This change order is for an amount not to exceed \$294,000.

At approximately 7:54 p.m., Mayor Nichols opened for Citizen Comments.

John Nicks. Plantersville, explained that he feels this change order for the \$85K Plaza is not necessary, and the city should focus more on lowering the city debt than getting stuff like this Plaza.

There being no further comments, Citizen Comments was closed at 7:54 p.m.

MOTION: Upon a motion made by Councilmember Harvell, and a second by Councilmember Wright, the City Council voted six (6) for and none (0) opposed, to approve a change order to the CMAR contract for renovations at 1207 Texas Avenue with JaCody Construction, LP to add a Plaza Addition at 1207 Texas Avenue, for an amount not to exceed \$294,000 on Option No. 2 as presented. The motion carried unanimously.

11.3. Presentation, discussion, and possible action regarding the construction of an interactive sign to be located at 1101 Texas Avenue, for an amount not to exceed \$85,000.

Jennifer Cain, Director of Capital Projects, stated that a large format interactive sign in front of City Hall at 1101 Texas Avenue that is being proposed is the type and style of sign like the signs on the Texas A&M University campus and will provide another interactive opportunity to engage the community. The sign and the associated electrical work are a total expense not to exceed \$85,000.

At approximately 8:00 p.m., Mayor Nichols opened for Citizen Comments.

John Nicks. Plantersville, explained that he feels the interactive sign of \$85k is not necessary, and the city should focus more on lowering the city debt than getting stuff like this interactive sign.

There being no further comments, Citizen Comments was closed at 8:00 p.m.

MOTION: Upon a motion made by Councilmember Yancy, and a second by Councilmember Harvell, the City Council voted six (6) for and none (0) opposed, to approve the construction of an interactive sign to be located at 1101 Texas Avenue, for an amount not to exceed \$85,000. The motion carried unanimously.

12. Council Calendar

Council reviewed the calendar.

13. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutory recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station;

information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Councilmember Cunha reported about the upcoming Brazos Valley African American Museum Annual Appreciation Event.

Councilmember Harvell recognized former Mayors Gary Halter and Ben White that is now serving on the Historic Preservation Committee.

Mayor Nichols recognized other Committee Members such as Jonathan Winkler that brings their unique skills to the Committees.

14. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Nothing to report at this time

15. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

No future items at this time.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, §551.076-Security, and §551.086-Competitive Matters, the College Station City Council reconvened into Executive Session at 8:06 p.m. on February 9, 2023, to continue discussing matters listed above in the minutes.

Executive Session recessed at 9:52 p.m. No vote or action was taken in Executive Session.

16. Adjournment.

There being no further business, Mayor Nichols adjourned the Meeting of the City Council at 9:52 p.m. on Thursday, February 9, 2023.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

February 23, 2023

Item No. 7.2.

Presentation, discussion, and possible action regarding an annual price agreement award to Techline, Inc. for the purchase of Electric Distribution Poles for an amount not to exceed \$8,980,493.38.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an annual price agreement award to Techline, Inc. for the purchase of Electric Distribution Poles for an amount not to exceed \$8,980,493.38.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends award of this Annual Price Agreement with Techline Inc., for an amount of \$8,980,493.38. This purchase aligns with historical years' activity for Electrical warehouse needs.

Summary: Staff issued Bid #23-027 on January 6, 2023, for the Annual Price Agreement for the Purchase of Electric Distribution Poles and the Bid was opened on January 26, 2023. One (1) sealed proposal was received and reviewed by Electric Staff to ensure the compliance of needed specifications.

The last bid for electric distribution poles the City awarded was in November of 2021 for \$7,352,580. Since then, the cost of components/parts, most of which are imported, has increased significantly.

Upon Council approval, staff will issue a purchase order for this Annual Price Agreement.

Budget & Financial Summary: Funds are available and budgeted within the Electrical Fund. Various projects will be expensed as supplies are requisitioned by staff and issued from inventory.

Attachments:

1. 23-027 APA Distribution Poles Award 012723

ITB#23-027 ANNUAL PRICE AGREEMENT FOR DISTRIBUTION POLES

AWARD

EXHIBIT B

CITY OF COLLEGE STATION

| Item # | Description | | Bidder Provided Data | | Est. Quantity | Total Price |
|--|--|-------------------|----------------------|-------------|---------------|---------------|
| Group A - Tangent Fiberglass/Composite | | | | | | |
| A-1 | 30' Fiberglass Composite Pole Tangent | | MFG | SHAKESPEARE | 60 | \$ 157,129.41 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00065 | Moment | 87922.00 | | |
| | Guide # | MEI-15822-F-30-0 | Unit Price | \$ 2,618.82 | | |
| A-2 | 35' Fiberglass Composite Pole Tangent | | MFG | SHAKESPEARE | 60 | \$ 180,000.00 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00066 | Moment | 106757.00 | | |
| | Guide # | MEI-15822-F-35-0 | Unit Price | \$ 3,000.00 | | |
| A-3 | 40' Fiberglass Composite Pole Tangent | | MFG | SHAKESPEARE | 120 | \$ 411,529.41 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00067 | Moment | 132292.00 | | |
| | Guide # | MEI-015822-F-40-0 | Unit Price | \$ 3,429.41 | | |
| A-4 | 45' Fiberglass Composite Pole Tangent | | MFG | SHAKESPEARE | 120 | \$ 451,058.82 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00068 | Moment | 147464.00 | | |
| | Guide # | MEI-15822-F-45-0 | Unit Price | \$ 3,758.82 | | |
| A-5 | 50' Fiberglass Composite Pole Tangent | | MFG | SHAKESPEARE | 90 | \$ 447,352.94 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00069 | Moment | 146418.00 | | |
| | Guide # | MEI-15822-F-50-0 | Unit Price | \$ 4,970.59 | | |
| A-6 | 55' Fiberglass Composite Pole Tangent | | MFG | SHAKESPEARE | 90 | \$ 634,235.29 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00070 | Moment | 172911.00 | | |
| | Guide # | MEI-15822-F-55-0 | Unit Price | \$ 7,047.06 | | |
| Group B - Self Supporting Fiberglass/Composite | | | | | | |
| B-1 | 45' Fiberglass Composite Pole Self-Supporting - 6 Degree | | MFG | SHAKESPEARE | 30 | \$ 254,062.50 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00075 | Moment | 356466.00 | | |
| | Guide # | MEI-15822-F-45-6 | Unit Price | \$ 8,468.75 | | |
| B-2 | 45' Fiberglass Composite Pole Self-Supporting - 12 Degree | | MFG | SHAKESPEARE | 30 | \$ 282,187.50 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00076 | Moment | 509698.00 | | |
| | Guide # | MEI-15822-F-45-12 | Unit Price | \$ 9,406.25 | | |
| B-3 | 45' Fiberglass Composite Pole Self-Supporting - 18 Degree | | MFG | SHAKESPEARE | 30 | \$ 298,687.50 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00077 | Moment | 612095.00 | | |
| | Guide # | MEI-15822-F-45-18 | Unit Price | \$ 9,956.25 | | |
| B-4 | 50' Fiberglass Composite Pole Self-Supporting - 6 Degree | | MFG | SHAKESPEARE | 60 | \$ 569,250.00 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00080 | Moment | 356289.00 | | |
| | Guide # | MEI-15822-F-50-6 | Unit Price | \$ 9,487.50 | | |

**ITB#23-027 ANNUAL PRICE AGREEMENT FOR DISTRIBUTION POLES
AWARD**

**EXHIBIT B
CITY OF COLLEGE STATION**

| Item # | Description | | Bidder Provided Data | | Est. Quantity | Total Price |
|-----------------------------|---|-------------------|----------------------|--------------|---------------|---------------|
| B-5 | 50' Fiberglass Composite Pole Self-Supporting - 12 Degree | | MFG | SHAKESPEARE | 60 | \$ 663,375.00 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00081 | Moment | 560592.00 | | |
| | Guide # | MEI-15822-F-50-12 | Unit Price | \$ 11,056.25 | | |
| B-6 | 50' Fiberglass Composite Pole Self-Supporting - 18 Degree | | MFG | SHAKESPEARE | 60 | \$ 830,625.00 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00082 | Moment | 763490.00 | | |
| | Guide # | MEI-15822-F-50-18 | Unit Price | \$ 13,843.75 | | |
| B-7 | 55' Fiberglass Composite Pole Self-Supporting - 6 Degree | | MFG | SHAKESPEARE | 60 | \$ 694,125.00 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00085 | Moment | 404665.00 | | |
| | Guide # | MEI-15822-F-55-6 | Unit Price | \$ 11,568.75 | | |
| B-8 | 55' Fiberglass Composite Pole Self-Supporting - 12 Degree | | MFG | SHAKESPEARE | 60 | \$ 806,250.00 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00086 | Moment | 658793.00 | | |
| | Guide # | MEI-15822-F-55-12 | Unit Price | \$ 13,437.50 | | |
| B-9 | 55' Fiberglass Composite Pole Self-Supporting - 18 Degree | | MFG | SHAKESPEARE | 60 | \$ 866,250.00 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00087 | Moment | 863182.00 | | |
| | Guide # | MEI-15822-F-55-18 | Unit Price | \$ 14,437.50 | | |
| B-10 | 60' Fiberglass Composite Pole Self-Supporting - 6 Degree | | MFG | SHAKESPEARE | 30 | \$ 384,375.00 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00090 | Moment | 453796.00 | | |
| | Guide # | MEI-15822-F-60-6 | Unit Price | \$ 12,812.50 | | |
| B-11 | 60' Fiberglass Composite Pole Self-Supporting - 12 Degree | | MFG | SHAKESPEARE | 30 | \$ 478,125.00 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00091 | Moment | 707324.00 | | |
| | Guide # | MEI-15822-F-60-12 | Unit Price | \$ 15,937.50 | | |
| B-12 | 60' Fiberglass Composite Pole Self-Supporting - 18 Degree | | MFG | SHAKESPEARE | 30 | \$ 571,875.00 |
| | | | Delivery (Weeks) | 20-22 | | |
| | Inventory # | 285-065-00092 | Moment | 962484.00 | | |
| | Guide # | MEI-15822-F-60-18 | Unit Price | \$ 19,062.50 | | |
| GRAND TOTAL FOR BID #23-027 | | | | | \$ | 8,980,493.38 |

February 23, 2023
Item No. 7.3.
Purchase of Electric Meter Sockets

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a purchase order to KBS Electrical Distributors for electric meter sockets for \$125,311.70.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends awarding of this purchase with KBS Electrical Distributors for an amount of \$125,311.70. This purchase aligns with historical years' activity for Electrical warehouse needs.

Summary: Staff issued Bid #23-024 on December 23, 2022, for the Purchase of Electric Meter Sockets and the Bid was opened on January 17, 2023. Four (4) bids were received, tabulated, and then evaluated by Electric staff to ensure they were in compliance with the bid specifications. KBS Electrical Distributors (KBS) is recommended for award as their bid provides the overall best value to the City when both price and delivery time are taken into consideration. KBS already has two of the bid line items in stock and certain quantities of the other line items on order which will be available for delivery by April 2023. The balance of line 3 will be ordered from KBS and in stock within 49 weeks. The lowest vendor could only hold their pricing for 30 days from the Bid Opening. The remaining balance of line 6 will not be awarded at this time. The biggest factor in the award of these products is the availability and delivery times for these products.

Upon Council approval, staff will issue a purchase order for this one-time purchase.

Budget & Financial Summary: Funds are available and budgeted within the Electrical Fund. Various projects will be expensed as supplies are requisitioned by staff and issued from inventory.

Attachments:

1. 23-024 Bid Award 012423

ITB #23-024 ANNUAL PRICE AGREEMENT FOR ELECTRIC METER SOCKETS -AWARD
EXHIBIT C - PROPOSALS

| | | | | KBS ELECTRICAL DISTRIBUTION | | | | Preister Mell & Nicholson Inc | | | | City Electric Supply | | | | DALF ETI Inc | | | |
|--------|---|---------------------|-------------------|-----------------------------|-----------------------------|-----|--------------|-------------------------------|---------------------|-----|--------------|----------------------|-------------------|-----|--------------|----------------------|-------------------------------|-----|--------------|
| Item # | Description | CSU Provided Data | | Bidder Provided Data | | QTY | Extended | Bidder Provided Data | | QTY | Extended | Bidder Provided Data | | QTY | Extended | Bidder Provided Data | | QTY | Extended |
| 1 | METER SOCKET, 200AMP OH 4 TERMINAL | Preferred MFG | MILBANK | MFG | MILBANK | 120 | \$ 7,389.60 | MFG | MILBANK | 120 | \$ 6,480.00 | MFG | MILBANK | 120 | \$ 7,870.80 | MFG | MILBANK | 120 | \$ 5,443.20 |
| | | Preferred Catalog # | S7021-DL-TG | Catalog Number | S7021DLTG | | | Catalog Number | S7021-DL-TG | | | Catalog Number | S7021-DL-TG | | | Catalog Number | OFFERING: U7021-DL-TG | | |
| | | Alternates Accepted | NO | Delivery (Weeks) | STOCK | | | Delivery (Weeks) | 26-28 | | | Delivery (Weeks) | 32-34 | | | Delivery (Weeks) | 54 | | |
| | | Inventory Item # | 285-063-00003 | Unit Price | \$ 61.58 | | | Unit Price | \$ 54.00 | | | Unit Price | \$ 65.59 | | | Unit Price | \$45.36 | | |
| 2 | METER SOCKET, 200AMP URD 4 TERMINAL, RESIDENTIAL | Preferred MFG | MILBANK | MFG | MILBANK | 280 | \$ 19,572.00 | MFG | MILBANK | 280 | \$ 17,360.00 | MFG | MILBANK | 280 | \$ 21,252.00 | MFG | MILBANK | 280 | \$ 17,236.80 |
| | | Preferred Catalog # | U1980-0 | Catalog Number | U1980-0 | | | Catalog Number | U1980-O | | | Catalog Number | U1980-0 | | | Catalog Number | U1980-0 | | |
| | | Alternates Accepted | NO | Delivery (Weeks) | STOCK | | | Delivery (Weeks) | 46-48 | | | Delivery (Weeks) | 32-34 | | | Delivery (Weeks) | 54 | | |
| | | Inventory Item # | 285-063-00004 | Unit Price | \$ 69.90 | | | Unit Price | \$ 62.00 | | | Unit Price | \$ 75.90 | | | Unit Price | \$61.56 | | |
| 3 | METER SOCKET, 320AMP URD OR OH, 4 TERMINAL | Preferred MFG | MILBANK | MFG | MILBANK | 60 | \$ 19,422.00 | MFG | MILBANK | 60 | \$ 17,040.00 | MFG | MILBANK | 60 | \$ 17,989.80 | MFG | MILBANK | 60 | \$ 19,375.20 |
| | | Preferred Catalog # | U4433X | Catalog Number | U4433-X | | | Catalog Number | U4433-X | | | Catalog Number | U4433X | | | Catalog Number | U4433-X | | |
| | | Alternates Accepted | NO | Delivery (Weeks) | 48-April 23; 12-in 49 weeks | | | Delivery (Weeks) | 46-48 | | | Delivery (Weeks) | 46-48 | | | Delivery (Weeks) | 54 | | |
| | | Inventory Item # | 285-063-00006 | Unit Price | \$ 323.70 | | | Unit Price | \$ 284.00 | | | Unit Price | \$ 299.83 | | | Unit Price | \$322.92 | | |
| 4 | METER SOCKET, 200AMP URD 7 TERMINAL | Preferred MFG | MILBANK | MFG | MILBANK | 60 | \$ 10,722.00 | MFG | MILBANK | 60 | \$ 9,420.00 | MFG | MILBANK | 60 | \$ 12,966.60 | MFG | MILBANK | 60 | \$ 14,029.20 |
| | | Preferred Catalog # | U7423-RXL | Catalog Number | U7423-RXL | | | Catalog Number | U7423-RXL | | | Catalog Number | U7423-RXL | | | Catalog Number | U7423-RXL | | |
| | | Alternates Accepted | NO | Delivery (Weeks) | 49WKS | | | Delivery (Weeks) | 49-51 | | | Delivery (Weeks) | 46-48 | | | Delivery (Weeks) | 54 | | |
| | | Inventory Item # | 285-063-00008 | Unit Price | \$ 178.70 | | | Unit Price | \$ 157.00 | | | Unit Price | \$ 216.11 | | | Unit Price | \$233.82 | | |
| 5 | METER SOCKET, CL20 6-TERM INAL, 1PH, CT W/ SWITCH TS07-0105 | Preferred MFG | MILBANK | MFG | MILBANK | 30 | \$ 7,034.10 | MFG | MILBANK | 30 | \$ 6,420.00 | MFG | MILBANK | 30 | \$ 5,305.20 | MFG | MILBANK | 30 | \$ 9,463.80 |
| | | Preferred Catalog # | UC3426-XL-TX07105 | Catalog Number | UC3426XL-TS070105 | | | Catalog Number | UC3426-XL-TS10-7105 | | | Catalog Number | UC3426-XL-TX07105 | | | Catalog Number | OFFERING: UC3426-XL-TS07-0105 | | |
| | | Alternates Accepted | NO | Delivery (Weeks) | 30 on order April 23 | | | Delivery (Weeks) | 49-51 | | | Delivery (Weeks) | 46-48 | | | Delivery (Weeks) | 54 | | |
| | | Inventory Item # | 285-063-00009 | Unit Price | \$ 234.47 | | | Unit Price | \$ 214.00 | | | Unit Price | \$ 176.84 | | | Unit Price | \$315.46 | | |

ITB #23-024 ANNUAL PRICE AGREEMENT FOR ELECTRIC METER SOCKETS -AWARD
EXHIBIT C - PROPOSALS

| | | | | KBS ELECTRICAL DISTRIBUTION | | | | Preister Mell & Nicholson Inc | | | | City Electric Supply | | | | DALF ETI Inc | | | | |
|--------|---|------------------------|------------------------|-----------------------------|--------------------------------|--------------|---------------|-------------------------------|-------------------------------|--------------|-------------------|----------------------|------------------------|--------------|----------|----------------------|-------------------|--------------|---------------|--|
| Item # | Description | CSU Provided Data | | Bidder Provided Data | | QTY | Extended | Bidder Provided Data | | QTY | Extended | Bidder Provided Data | | QTY | Extended | Bidder Provided Data | | QTY | Extended | |
| 6 | METER SOCKET, 13 TERMINAL CL20, 3 PH, POTENTIAL | Preferred MFG | MILBANK | MFG | MILBANK | | | MFG | MILBANK | | | MFG | MILBANK | | | MFG | MILBANK | | | |
| | | Preferred Catalog # | UC#423-XL- TX100109 | Catalog Number | UC4323XL- TS100109 | | | Catalog Number | UC3423-XL- TS10-0109 | | | Catalog Number | UC3423-XL- TX100109 | | | | | | | |
| | | Alternates Accepted | NO | Delivery (Weeks) | 48-April 23; 52 in 49 weeks | | | Delivery (Weeks) | 49-51 | | | Delivery (Weeks) | 46-48 | | | Delivery (Weeks) | 54 | | | |
| | | Inventory Item # | 285-063- 00011 | Unit Price | \$ 375.20 | | | Unit Price | \$ 329.00 | | | Unit Price | \$ 268.18 | | | Unit Price | \$456.83 | | | |
| | | | | | 100 | \$ 37,520.00 | | | 100 | \$ 32,900.00 | | | 100 | \$ 26,818.00 | | | 100 | \$ 45,683.00 | | |
| 7 | METER SOCKET, 320AMP, URD OR OH, 7 TERMINAL | Preferred MFG | MILBANK | MFG | MILBANK | | | MFG | MILBANK | | | MFG | MILBANK | | | MFG | MILBANK | | | |
| | | Preferred Catalog # | U2120-X- 2/K7 | Catalog Number | U2120X-2/K7 | | | Catalog Number | U2120-X-2/K7 | | | Catalog Number | U2120-X- 2/K7 | | | | | | | |
| | | Alternates Accepted | NO | Delivery (Weeks) | 60 in April 23 | | | Delivery (Weeks) | 49-51 | | | Delivery (Weeks) | 46-48 | | | Delivery (Weeks) | 54 | | | |
| | | Inventory Item # | 285-063- 00014 | Unit Price | \$ 394.20 | | | Unit Price | \$ 358.00 | | | Unit Price | \$ 461.23 | | | Unit Price | \$502.20 | | | |
| | | | | | 60 | \$ 23,652.00 | | | 60 | \$ 21,480.00 | | | 60 | \$ 27,673.80 | | | 60 | \$ 30,132.00 | | |
| | | | | | Bid #23-024 Total | | \$ 125,311.70 | | | | Bid #23-024 Total | | \$ 111,100.00 | | | | Bid #23-024 Total | | \$ 141,363.20 | |
| | | | | | KBS ELECTRICAL DISTRIBUTION | | | | Preister Mell & Nicholson Inc | | | | City Electric Supply | | | | DALF ETI Inc | | | |

February 23, 2023
Item No. 7.4.
George Bush Bike Lanes Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a contract with Kimley-Horn for the design of the George Bush Bike Lanes Project for \$235,000.

Relationship to Strategic Goals:

Core services and infrastructure.

Recommendation(s): Staff recommends approval.

Summary: The project involves the design of separated bike lanes along George Bush Drive between Wellborn Road and Texas Avenue. This section of George Bush Drive has existing bike lanes and this project will convert the bike lanes to separated bike lanes. The design will specifically consider bicycle safety, stormwater management and long-term maintenance costs. The project will also include modifications to existing traffic signals and intersections, as well as the widening of some existing sections of sidewalk where bicycles converge. This project is funded through the Transportation Alternatives Program (TAP) grant and will be let by and managed by the Texas Department of Transportation (TxDOT) during construction. The City of College Station is responsible for the design portion of the work. This design contract includes the production of the plans and specifications and includes environmental requirements specific to TxDOT projects, for \$235,000.

Budget & Financial Summary: A budget of \$750,000 is included in the Streets Capital Projects Fund. A total of \$303,120 has been expended or committed to date, leaving a balance of \$446,880 for this contract and related costs.

Attachments:

1. George Bush Bike Lane Project - KH Scope

EXHIBIT “A”
SCOPE OF SERVICES
GEORGE BUSH DRIVE SEPARATED BIKE LANE DESIGN

Kimley-Horn and Associates, Inc. (the “Consultant”) is pleased to submit this Scope of Services to the City of College Station (the “City”) to provide professional services for the above referenced project. Our project understanding and scope of services are below.

PROJECT UNDERSTANDING

The project involves the designing of separated bike lanes along George Bush Drive between Wellborn Road to Texas Avenue. This section of George Bush Drive has existing buffer bike lanes, and the project will convert the bike lanes to separated bike lanes that considers bicycle safety, stormwater management and long-term maintenance cost. The project will also include modifications of existing traffic signal and intersections at Dexter Drive/ Coke Street, Timber Street/Bizzell Street, Anderson Street and Texas Avenue. The project also includes localized section of sidewalk widening to provide 8 ft sidewalk where bicycles are expected to exit the bike lanes. This project is funded through Transportation Alternatives Program (TAP) grant and will be let by TxDOT for construction.

Basis of Scope and Fee Development

The following key assumptions have been made in establishing the scope and the estimated level of effort for this project:

1. The conceptual design prepared for the grant application will be treated as 30% design. TxDOT will only required 60%, 90% and Final submittal.
2. Preparation of project manual is not required since this will be let by TxDOT and all the bidding information will be generated using TxDOTCONNECT.
3. City shall acquire any easements required. No new ROW is anticipated.
4. Electrical and franchise utility relocation design is not included.
5. Landscape, hardscape, lighting, and irrigation design is not included.
6. Sub-surface Utility Engineering (SUE) is not included.

SCOPE OF SERVICES

Consultant offers the following Scope of Services based upon what we currently anticipate may be required. Design tasks are defined below for the type of work that is anticipated.

TASK SUMMARY

1. Project Management

- 1.1. Plan and participate in a Project Kickoff Meeting with City and TxDOT staff to confirm project scope, personnel, lines of communication, and schedule.
- 1.2. Project Status Meetings
 - 1.2.1 Conduct up to two (2) virtual review meeting with the City; one (1) at 60%, and one (1) at 90%.
 - 1.2.2 Conduct up to eight (8) virtual progress meetings.
 - 1.2.3 Attend up to two (2) meetings with Texas A&M University (TAMU) Transportation Services to coordinate construction sequencing.
 - 1.2.4 Conduct up to two (2) meetings with adjacent residents to coordinate design elements. It is assumed that these two (2) coordination meetings will correspond with other trips on the project.
 - 1.2.5 Prepare agendas and attendance log for meetings; minutes, including discussion and action items for review and distribution.
- 1.3. Prepare and e-mail monthly progress reports to the project team (City PM and Consultant's Staff).
- 1.4. Project Administration

- 1.4.1 Prepare project correspondence.
- 1.4.2 Prepare invoicing documents.
- 1.4.3 Maintain and update project schedule.
- 1.5. Quality Assurance/Quality Control (QA/QC)
 - 1.5.1 Establish quality control procedures for the project.
 - 1.5.2 Assign QA/QC Manager and Peer Review roles.
 - 1.5.3 Perform quality control reviews for the following submittals:
 - 60% PS&E Design Submittal
 - 90% PS&E Design Submittal
 - Final PS&E Submittal

2. Preliminary Investigation

- 2.1. Data Collection and Record Research

Consultant shall request all available record information along the proposed project corridor from the City, TxDOT, franchise utilities and other agencies with facilities within the project corridor.

 - 2.1.1 Gather existing survey and topographic data. Topographic survey will be completed in accordance with the surveying requirement for the CITY dated February 13, 2020.
 - 2.1.2 Gather existing aerial photographs.
 - 2.1.3 Gather existing water, sanitary sewer and storm sewer record drawings.
 - 2.1.4 Gather existing and proposed paving, utility and development plans from City, and franchise utilities.
 - 2.1.5 Gather existing development plans.
 - 2.1.6 Gather existing plat information.
 - 2.1.7 Collect property owner and record information.
 - 2.1.8 Gather existing right-of-way and easement information.
 - 2.1.9 Gather existing franchise utility record information.
 - 2.1.10 Organize record information into project database.
 - 2.1.11 City Maps – Bike, MTP, etc.
- 2.2. Site Investigation
 - 2.2.1 Walk roadway corridor.
 - 2.2.2 Document with photographs
 - 2.2.3 Identify potential conflicts and issues.

3. Design Survey

- 3.1. Utility and Property Owner Coordination
 - 3.1.1 Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
 - 3.1.2 Prepare a notification to residents regarding survey of right-of-way and driveways on private property.
- 3.2. Topographic Survey
 - 3.2.1 The limits of the survey will be limited to the areas where traffic signal and intersection improvements will be required. The survey at the intersection will include 50 ft from curb returns at Timber Street, Anderson Street and Texas Ave Intersections. The remaining corridor will utilize the aerial images to provide separated bike lane design.
 - 3.2.2 Set control points (X,Y,Z) on the ground based on City monumentation.
 - 3.2.3 Prepare topographic design survey of the right-of-way showing existing visible elements and cross-sections at 50-foot intervals and major breaks.
 - 3.2.4 Survey existing driveways outside right-of-way limits for grade tie in elevations.
 - 3.2.5 Survey flow lines of sanitary and storm manholes and storm culverts are not included.
 - 3.2.6 Prepare a final topographic drawing in digital format (including one-foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information in accordance with the City Mapping Requirements dated May 2010, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

4. Roll Plot Submittal (30%)
 - 4.1. Incorporate Task 3 Design Survey into the previously submitted conceptual design for the grant application.
 - 4.2. Establish project boundaries for use in environmental checklist.
 - 4.3. Utilize roll plot in stakeholder coordination in Task 1.
5. **Preliminary Design (60%)**
 - 5.1. Preliminary Design

The preliminary design will consist of following:

 - 5.1.1 Prepare plans for separated bike lanes.
 - 5.1.2 Prepare plans for paving improvements, sidewalk and ramp design.
 - 5.1.3 Prepare plans for traffic signal modifications. Traffic signal modifications plans will include replacement of pedestal poles, push buttons and curb ramps as necessary to designed in accordance with ADA and TAS requirements.
 - 5.1.4 Prepare typical sections
 - Existing and Proposed
 - Preliminary subgrade and pavement design
 - 5.1.5 Traffic Control Plans
 - Traffic Control Plans will be provided using TxDOT traffic control standards.
 - Coordination with TAMU Transportation Services for bus routing plan
 - 5.1.6 Pavement Markings and Signage Plans
 - Prepare pavement markers and striping layouts in accordance with City/ TxDOT design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
 - Prepare details to clarify intent of design
 - Compile applicable City/TxDOT standard details. Modify standard details as needed.
 - Signing layout and design
 - 5.2. Preliminary Plan Preparation
 - 5.2.1 General Sheets (cover sheet, location map, sheet index, general notes, list of abbreviations, and legend).
 - 5.2.2 Project Control.
 - 5.2.3 Standard Details.
 - 5.2.4 Temporary Erosion Control.
 - 5.2.5 SW3P and EPIC sheets
 - 5.2.6 Complete TxDOT Environmental Review Checklist
 - 5.3. Preliminary Plan Preparation
 - 5.3.1 Prepare (11"x17") Plan sheets at a 1"=40' horizontal scale.
 - 5.3.2 Plan view of the base map shall have all existing above ground features shown and clearly labeled along with existing property lines, easements and utilities based on field ties and record information for the areas of paving improvements.
 - 5.3.3 Separated bike lanes with no paving work will show the aerial image and design details for the vertical separation measure to be installed.
 - 5.3.4 Site verification of preliminary design.
 - 5.4. Compile and prepare an Opinion of Probable Construction Cost (OPCC) for the entire project using recent average unit bid prices from TxDOT which are representative of similar types of construction in the local area. The OPCC will be completed in TxDOTCONNECT platform used by TxDOT.
 - 5.5. Preliminary design submittal (60%)
 - 5.5.1 Submit electronic copy to the City/TxDOT for review and comment.
 - Submittal shall include preliminary design plans at – 11"x17" which will include: Cover sheet
 - Index sheet
 - General Notes sheets
 - Estimate and Quantity sheets
 - Summary of Quantities sheets

- Project Control sheet
 - Typical Sections sheets
 - Preliminary removal sheets
 - Preliminary roadway plan sheets (10)
 - Traffic signal Modifications Layout sheets (4)
 - Traffic signal Charts Sheets (8)
 - Preliminary pavement marking and signage sheets (2)
 - Preliminary traffic control sheets (5)
 - Preliminary erosion control sheets (2)
 - SW3P sheet and EPIC sheet
 - Standards
 - OPCC
- 5.6. Review Meeting
- 5.6.1 Attend one (1) meeting with City staff to review the preliminary design comments.

6. Final Design

- 6.1. Incorporate and/or respond to the TxDOT and City's preliminary design submittal review comments one (1) round of comments anticipated in proposed effort.
- 6.2. Incorporate and/or respond to the franchise utilities' preliminary design submittal review comments. One (1) round of comments is anticipated in proposed effort.
- 6.3. Prepare final general notes and details.
- 6.4. Prepare final special technical specifications.
- 6.5. Prepare updated OPCC in accordance with TxDOT standards.
- 6.6. Final design submittal (90%)
- 6.6.1 Submit electronic copy to the TxDOT and City for review and comment on TxDOT electronic portfolio format.
- 6.6.2 Submittal shall include the following:
- Final design plans of the sheets listed in Task 4 at – 11"x17"
 - Special provisions, bid tab and technical specifications (for inclusion into the standard contract documents prepared by the City).
 - OPCC in accordance with TxDOT standards.
 - TxDOT Form 1002
 - TxDOT Form 1814 as necessary
 - TxDOT Form 2229
 - TxDOT Form 2699
 - Construction Duration Estimate
- 6.7. Review Meeting
- 6.7.1 Attend one (1) meeting with TxDOT and City staff to review the final design (90%) comments.
- 6.8. TDLR Submittal Preparation
- 6.8.1 The Consultant will assist the City with submittal of the project to a Registered Accessibility Specialist. The Consultant will provide the City with one (1) full size set of plans and a completed project registration and submittal form.
- 6.9. Incorporate the final design (90%) submittal review comments. One (1) round of comments is anticipated in proposed effort.
- 6.10. Bid Document Submittal (100%)
- 6.10.1 The Consultant will prepare one bid package in TxDOT electronic portfolio format.
- 6.10.2 Submit the following signed, sealed and dated final construction drawings, special provisions, bid form (in excel format) and specifications:
- One (1) – copy of final design submittal in electronic PDF format.

7. Right-of-Way and Easement Documents

- 7.1. Prepare up to two (2) easement instruments (narrative and graphic exhibits of easements required for drainage, City utilities, temporary construction, etc.).

- 7.1.1 Individual parcel exhibits will be on 8 ½"x11" paper, will be sealed, dated, and signed by a Registered Professional Land Surveyor and will contain the following:
- Parcel number
 - Area required
 - Area remaining
 - Legal description
 - Current owner
 - Any existing platted easements or easements filed by separate instrument including easements provided by utility companies.
 - All physical features
 - Metes and bounds description of parcel to be acquired. The description will be provided on a separate sheet from the exhibit. Each type of easement will be described separately.

8. Bidding Phase Services

- 8.1. Provide assistance to the City/TxDOT during bidding by preparation and delivery of addenda for plan holders and responses to questions submitted by plan holders.
- 8.2. TxDOT will handle the letting process.

9. Environmental Clearance

- 9.1. Modifications to TxDOT right-of-way as part of the proposed project are anticipated to trigger compliance with the National Environmental Policy Act (NEPA), as implemented and reviewed by TxDOT. The anticipated level of NEPA documentation and analysis is a Categorical Exclusion (CE). Categorically excluded projects cannot cause any significant impacts to any natural, cultural, recreational, historic, or other resources and no unusual circumstances may occur that would preclude the project from being categorically excluded. CONSULTANT will perform and document a CE for each project as presented below.
- 9.2. The Consultant will complete TxDOT Environmental Checklists, EPIC and SW3P sheets and prepare KMZ file for design and location and area of easement and disturbances to be submitted to TxDOT.
- 9.3. *Scoping Assessment:* This task is intended to assist the CITY in securing the appropriate scope determination from TxDOT for the proposed project. CONSULTANT will do the following to complete the scoping assessment:
- 9.3.1 Organize a kickoff call with TxDOT and CITY for a project kick-off to review project and schedule.
- 9.3.2 Complete TxDOT Scope Development Tool (SDT) (or TxDOT District equivalent) to identify required actions that need to be entered into a Project Scope Form. Outcome of SDT form will determine which specific studies, technical reports, and coordination will be required. TxDOT Environmental subject matter experts and TxDOT District staff reserve the right to make project level decisions regarding required actions and/or findings generated by the SDT.
- 9.3.3 The SDT will be submitted to TxDOT for review and comment prior to initiating required studies and technical reports.
- 9.4. CONSULTANT will perform a reconnaissance of the site to collect appropriate data pertaining to items to be further assessed as detailed in the executed Project Scope Form.
- 9.5. *Studies, Reports, and Coordination:* As determined by the results of the Scoping Assessment, CONSULTANT will prepare the appropriate documentation for submittal to the TxDOT Environmental Reviewer to aid in obtaining environmental clearance. CONSULTANT will coordinate with other agencies and TxDOT Environmental Reviewer as appropriate and required by TxDOT. Studies will be performed in accordance with TxDOT guidelines and will follow TxDOT toolkits. Based on limited project information and in the absence of scope determination from TxDOT, CONSULTANT anticipates performing the following at a minimum:
- 9.5.1 Species Analysis and Species Analysis Form
- 9.5.2 Surface Water Analysis
- 9.5.3 HazMat ISA

- 9.5.4 Notice and Opportunity to Comment Document
- 9.6. *Studies excluded, and not anticipated to be required for the proposed project include following.* If these studies (or others) are required, it will be provided under additional scope.
 - 9.6.1 Noise modeling
 - 9.6.2 Air quality modeling/monitoring

10. Construction Phase Services

The scope of services listed below may or may not be performed as part of our construction phase services. The Consultant's role during construction is limited and services are only provided upon request of the City. The budgeted fee for this task is based upon approximately 40 hours of labor. Additional services beyond the hours budgeted will be an additional service outside the scope of this contract.

- 10.1. Pre-Construction Conference
 - 10.1.1 Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site.
- 10.2. Visits to Site and Observation of Construction (maximum of 16 site visits)
 - 10.2.1 The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide City a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- 10.3. Recommendations with Respect to Defective Work
 - 10.3.1 Consultant will recommend to City that Contractor's work be disapproved and rejected while it is in progress if, based on such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- 10.4. Clarifications and Interpretation
 - 10.4.1 Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.
- 10.5. Change Orders
 - 10.5.1 Consultant may recommend Change Orders to City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 10.6. Shop Drawings and Samples
 - 10.6.1 Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 10.7. Substitutes and "or-equal"
 - 10.7.1 Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- 10.8. Inspections and Tests

- 10.8.1 Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. Consultant's review of certificates will be for determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- 10.9. Disagreements between City and Contractor
- 10.9.1 Consultant will, if requested by City, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith.
- 10.10. Applications for Payment
- 10.10.1 Review of applications for payment are not included in this scope.
- 10.11. Substantial Completion
- 10.11.1 Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- 10.12. Final Notice of Acceptability of the Work
- 10.12.1 Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant. Consultant will attend one (1) year warranty walk through with Contractor and City at the City's request.
- 10.13. Limitation of Responsibilities
- 10.13.1 Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Information to be provided by the City

The City shall provide all information and criteria as to the City's requirements, objectives, and expectations for the project including all design criteria that are to be met and all standards of development, design, or construction. Specific information to be provided by the City includes:

- Existing water, sanitary sewer, paving, traffic signal and drainage record drawings

Additional Services

City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include, but are not limited to, the following:

- Preparation of a detailed Storm Water Pollution Prevention Plan (SWPPP).
- Preparation of additional easement documents.
- Preparation of environmental documents. The scope included completing environmental checklist, EPIC and SW3P sheets and providing disturbance and easement area.

- Redesign to reflect project scope changes requested by the City, required to address changed conditions, or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the Contractor.
- "Value engineering" after bidding.
- SWPPP inspections / coordination.
- Any services not listed in the Scope of Services.

- End of Scope of Services –

EXHIBIT 'B'
GEORGE BUSH DRIVE SEPARATED BIKE LANE DESIGN
FEE SUMMARY

Payment to the Consultant will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the Consultant for all work performed under this Agreement. Invoices are due and payable on receipt. Invoices will be prepared in a format approved by the City prior to submission of the first monthly invoice. Monthly payment of the fee will be in proportion to percent completion of the total work for each fee item outlined below and phase of services (Design, Bid, Survey, etc.).

- B. Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below. Upon completion of services enumerated in Attachment A, Scope of Services, the final payment of any balance will be due upon receipt of the final invoice.

Design Services

| | | |
|-----|----------------------------------|---------------|
| 1. | Project Management | \$16,500 (LS) |
| 2. | Preliminary Investigation | \$3,000 (LS) |
| 3. | Design Survey | \$16,500 (LS) |
| 4. | Roll Plot Submittal (30%) | \$5,000 (LS) |
| 5. | Preliminary Design (60%) | \$87,000 (LS) |
| 6. | Final Design (90% and Final) | \$62,000 (LS) |
| 7. | Easement Documents | \$3,000 (HR) |
| 8. | Bidding Phase Services | \$3,000(LS) |
| 9. | Environmental Clearance Services | \$30,000 (HR) |
| 10. | Construction Phase Services | \$6,000 (HR) |
| 11. | Record Drawings | \$3,000 (LS) |

| | |
|---|------------------|
| Total Lump Sum Fee: (Task 1- Task 6, Task 8, and Task 11) | \$196,000 |
| Total Hourly Fee: (Task 7, Task 9 and Task 10) | \$39,000 |
| Total Design Fee | \$235,000 |

February 23, 2023
Item No. 7.5.
Brannon Industrial Group Franchise Agreement

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Brannon Industrial Group dba BVR Waste and Recycling for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this franchise agreement ordinance.

Summary: This item is an ordinance granting Brannon Industrial Group dba BVR Waste and Recycling (BVR) a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

BVR is the city's current contractor for the collection of single-family single stream recycling. The single stream recycling contract is separate from this franchise agreement and was approved on April 9, 2020 for a five (5) year term.

This franchise agreement allows BVR to collect and haul recyclables and construction and demolition debris from commercial, industrial, and multi-family sites. This standard agreement sets the franchise fee based on the contractors monthly gross revenues, delivery revenues, and hauling revenues as well as the percentage of aggregate recycling and composting. Contractors must provide the total number of customers and total tons landfilled quarterly but are not required to disclose specific sites that are utilizing recycling services. The term of this agreement is five years.

Currently, the city has a total of sixteen (16) franchised haulers. This list can be found on the city's website under Public Works.

Budget & Financial Summary: N/A

Attachments:

1. B.I.G. Franchise Agreement

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, BRANNON INDUSTRIAL GROUP DBA BVR WASTE AND RECYCLING, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

WHEREAS, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS,

Table of Contents

| | |
|--|----|
| Article I. Definitions | 3 |
| Article II. Grant of Authority and Acceptance | 4 |
| Article III. Payment and Term | 4 |
| Article IV. Access to Records & Reporting | 6 |
| Article V. Rates to be Charged by Contractor | 6 |
| Article VI. Appearance of Personnel and Equipment | 6 |
| Article VII. Collection and Transport of Recyclables | 7 |
| Article VIII. Placement of Receptacles | 7 |
| Article IX. Service Complaints | 7 |
| Article X. Disposal and Processing | 8 |
| Article XI. Violation and Penalty | 8 |
| Article XII. Insurance | 8 |
| Article XIII. Indemnification and Release | 9 |
| Article XIV. Disputes and Mediation | 9 |
| Article XV. General Terms | 10 |
| Exhibit A. Schedule of Rates | 13 |
| Exhibit B. Insurance Requirements | 14 |
| I) Standard Insurance Policies Required: | 14 |
| II) General Requirements Applicable to All Policies: | 14 |
| III) Commercial General Liability | 14 |
| IV) Business Automobile Liability | 15 |
| V) Workers' Compensation Insurance | 15 |
| Exhibit C. Certificates of Insurance | 16 |

ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

- 1.15 Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 TAC** means the Texas Administrative Code now and as amended.
- 1.18 TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

- 3.1 Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
- b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
- c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

3.2 Payments. Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

3.3 Failure to Pay. Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

3.4 Franchise Fee Requirements. Payments must state on a form approved by the City:

- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
- b. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
- c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
- d. The total payment amount.

3.5 Term. The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
 - b. Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
 - c. Any other information concerning the collections as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT

- 7.1 Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.
- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.
- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

- 15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.
- 15.2 Termination.**
- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.
 - b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
 - c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.
- 15.3 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.
- 15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

15.8 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

15.9 Invalid Provisions. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15.10 Entire Agreement. This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

15.11 Agree to Terms. The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

15.12 Effective Date. According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

15.13 Notice. Any official notice under this Agreement will be sent to the following addresses:

City of College Station
Attn: Caroline Ask
PO BOX 9960
College Station, TX 77842
cask@cstx.gov

Brannon Industrial Group
dba BVR Waste and Recycling
Attn: Blake Brannon
Brenham, TX 77833
bbrannon@bigcompany.com

15.14 List of Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

- A. Schedule of Rates
- B. Insurance Requirements
- C. Certificates of Insurance

15.15 Public Meetings and Readings. This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the 9th day of February, 2023.
- b. Second Consideration & Approval on the 23rd day of February, 2023.

BRANNON INDUSTRIAL GROUP
dba BVR Waste and Recycling

By: _____

Printed Name: _____

Title: **Owner/Member**

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A. SCHEDULE OF RATES

- I. Contractor's base rate is \$200.00 per month, and may increase, depending on a variety of conditions, including but not limited to:
 - a. Location of Customer
 - b. Impact on Existing Routes
 - c. Ingress and Egress Capabilities
 - d. Special Requests by Customers
 - e. Frequency of Collections
 - f. Volume of Materials
 - g. Type of Materials
 - h. External Contributing Conditions of Market Costs

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I. Standard Insurance Policies Required:

- a. Commercial General Liability
- b. Business Automobile Liability
- c. Workers' Compensation

II. General Requirements Applicable to All Policies:

- a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
- c. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- d. The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- e. The City will not accept "claims made" policies.
- f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

III. Commercial General Liability

- a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- c. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.
- d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- e. The coverage shall include, but not be limited to the following:
premises/operations with separate aggregate; independent contracts;
products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- a. Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- c. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

- a. Workers compensation insurance shall include the following terms:
 - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT C. CERTIFICATES OF INSURANCE



BRANIND-02

CYREID

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|---------------|
| PRODUCER Hibbs - Hallmark & Co 6750 Hillcrest Plaza Suite 219 Dallas, TX 75230 | CONTACT NAME: PHONE (A/C, No, Ext): (972) 385-3726 FAX (A/C, No): (972) 385-3245 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: American Fire and Casualty Company | 24066 |
| | INSURER B: West American Insurance Company | 44393 |
| | INSURER C: Ohio Casualty Ins. Co. | 24074 |
| | INSURER D: Texas Mutual Insurance Company | 22945 |
| | INSURER E: Mount Hawley Ins Co | 37974 |
| | INSURER F: GuideOne National Insurance Company | 14167 |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

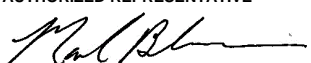
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | X | BKA59827349 | 5/17/2022 | 5/17/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | X | BAW59827349 | 5/17/2022 | 5/17/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | USO59827349 | 5/17/2022 | 5/17/2023 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| D | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 0002012878 | 5/17/2022 | 5/17/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Pollution Liability | | | EGL0010185 | 11/23/2022 | 11/23/2023 | Pollution Liability 3,000,000 |
| F | Commercial Excess | | | 56000121003 | 5/17/2022 | 5/17/2023 | Occurrence/Aggregate 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of College Station, its officials, agents, employees & volunteers is included as additional insured as respects general & auto liability as required by written contract. The general liability policy is on a primary and non-contributory basis as required by written contract as required by written contract. Waiver of subrogation as respects worker's compensation and general & auto liability as required by written contract. Umbrella follows form on the general & auto liability.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| City of College Station, its officials, agents Attn: Risk Management PO Box 9960 College Station, TX 77842 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

February 23, 2023
Item No. 7.6.
Rental Agreement Amendment - Big Truck Rental, LLC

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an amendment to the rental agreement with Big Truck Rental, LLC for the rental of a front end loader for solid waste collection for \$10,000 per month.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this amendment.

Summary: In September of 2022, the city entered into a month-to-month lease for a front end loader from Big Truck Rental, LLC for solid waste collection. The original cost of the agreement was \$8,700 per month for 11 months for a total cost of \$95,700. Big Truck Rental, LLC informed the city in December of 2022 that the price of the rental would increase to \$10,000 per month starting January 1, 2023 due to increased commodities, labor, supply chain, inflationary, and market changes. This amendment covers the increase in month-to-month costs.

Over the last two years, the Solid Waste Division has lost two front end loaders, one to a rollover crash and one to a truck fire. Extended delivery delays due to supply chain disruptions and demand have made replacement of the vehicles difficult. While we hope to have the new front end loaders delivered by this fall. Until delivery of the new trucks, the City has had to utilize a rental vehicle to continue commercial solid waste services. The rental agreement will be in place until the new front end loaders arrive.

Both the Solid Waste Division and Fleet Maintenance Division reached out to several truck rental companies. Big Truck Rental, LLC, was chosen as the vendor due to equipment availability. They are a member of the Purchasing Cooperative - OMNIA Partners Contract Number: 2019000319.

Budget & Financial Summary: Funds for this rental are available in the solid waste fund.

Attachments:

1. Big Truck Rental Amendment



CITY OF COLLEGE STATION
Home of Texas A&M University®

January 20, 2023

Big Truck Rental, LLC
Attn: Darin M. Ulrich
5001 W. Lemon Street
Tampa, FL 33609
darin@bigtruckrental.com

RE: Letter Agreement #2
City of College Station Rental of 2023 Mack Terrapro 64R
VIN: 1M2TE2GC2NM008056; Contract No. 22300647

Dear Mr. Ulrich:

By way of this letter agreement, the City and Big Truck Rental, LLC agree to amend the current rental agreement to reflect a new ongoing rental cost of \$10,000 per month.

BIG TRUCK RENTAL, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Fiscal Services

P.O. BOX 9960 • 1101 TEXAS AVENUE • COLLEGE STATION • TEXAS • 77842

TEL. 979.764.3555 • FAX. 979.764.3899

cstx.gov



4221 W. Boy Scout Blvd | Suite 400 | Tampa, FL 33607

January 6, 2023

City of College Station
Po Box 9660
College Station, TX 77842

Caroline,

On behalf of the entire Big Truck Rental team, we appreciate the partnership that has been formed between our organizations and we are looking forward to continued success. In planning for the upcoming year, it's very important for you to know the entire team has put careful thought and consideration into how we can not only maintain but continue the service we provide to the City of College Station in these unprecedented times.

We have worked tirelessly to mitigate the effects of increased commodity, component, labor, supply chain costs and inflationary pressures to you.

In order for BTR to continue to provide top tier service and prioritize the City of College Station, the pricing and structure will need to be modified for the long-term sustainability of the partnership. To do that, our team wanted to create a fair and reasonable structure moving forward. It is necessary for BTR to adjust the structure and rates listed below, effective when your rental trucks renew in January 2023.

US Rental Rates

| <u>Line of Business</u> | <u>Active Rental Rate</u> | <u>2023 Rate</u> |
|-------------------------|---------------------------|------------------|
| Front Loader | \$8,700 | \$10,000 |

We want to convey our appreciation for your business and the value we place on our partnership. We look forward to continuing to support the growth of the City of College Station in 2023 and for years to come.

Please don't hesitate to contact me should you need any further clarification.

Respectfully,

Mark Rentschlar
Sr. Sales
Big Truck Rental
Mark@BigTruckRental.com

February 23, 2023
Item No. 8.1.
Economic Development Program Update

Sponsor: Brian Piscacek, Economic Development Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an Economic Development program update.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommend that Council receive the presentation and provide direction as desired.

Summary: Economic Development staff will provide an overview of strategic planning efforts, 2022 highlights, and priority focus areas for 2023. Staff will discuss industry and retail recruitment, retention and expansion of existing businesses, and redevelopment opportunities.

Budget & Financial Summary: N/A

Attachments:

None

February 23, 2023
Item No. 8.2.
Event, Program, and Activity Sponsorship Policy

Sponsor: Jeff Kersten, Assistant City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding updates to the City's Event, Program, and Activity Sponsorship Policy.

Relationship to Strategic Goals:

Good Governance, Financial Sustainability

Recommendation(s): Staff recommends Council provide direction on the proposed updates to the policy.

Summary: The City is frequently asked to purchase tickets/tables, and to sponsor events to benefit organizations in the community. This item is intended to update procedures for City sponsorships and to ensure City sponsorships enhance and foster the strategic goals of the City.

Budget & Financial Summary:

Attachments:

1. Event, Program, and Activity Sponsorship Policy

EVENT, PROGRAM AND ACTIVITY SPONSORSHIP POLICY

1. Policy Objectives

- a. Provide a City of College Station (City) policy for sponsorship of events, programs and activities that further a public purpose, including purchasing tables and seats at events from community organizations furthering a public purpose.
- b. Establishing procedures for City sponsorships be administered by the City Manager as directed by the City Council.
- c. Ensuring City sponsorships enhance and foster a public purpose and the City's strategic goals.

2. Policy Statement. It is the City's policy to engage in good governance and to support a diverse and growing economy. The City recognizes a component of accomplishing these goals is providing support for projects, events, and agencies which assist in at least one of the City Council's Strategic Plan initiatives. Especially when these agencies provide a public purpose or service which, if not provided by the agency, may have to be provided by the City. This policy applies to any community organization, agency, or program requesting sponsorship from the City for public events, programs, and activities.

3. City Sponsorship Categories. The two types of sponsorships are Community Sponsorships and Marketing Sponsorships.

- a. **Community Sponsorships.** Community Sponsorships are opportunities for the City to demonstrate goodwill towards organizations serving to benefit the College Station community.

i. Guidelines.

- 1) The City Council or the City Manager may provide direction regarding support of community sponsorship events.
- 2) The City may purchase tables, serve as event sponsors, or purchase individual tickets if it is deemed appropriate for the City to have a presence at the event.
- 3) Each Community Sponsorship will support at least one City Council Strategic Plan initiative.

- b. **Marketing Sponsorships.** City sponsorships may be used for marketing initiatives at public events when the sponsorship will provide an opportunity to promote the City, its departments, or activities. These marketing sponsorship opportunities are not to supersede Citywide marketing initiatives.

i. Guidelines.

- 1) The City Manager or designee must ensure appropriate use of the City's logos and marks in any sponsorship representation or program advertisement.
 - 2) The City Manager's Office will coordinate all Marketing Sponsorships to avoid duplication.
 - 3) All marketing sponsorship decisions must be made through the annual budget process. If a marketing sponsorship is not budgeted it may only be approved at the discretion of the Council or City Manager.
 - 4) Each Marketing Sponsorship will support at least one Strategic Plan initiative.
- 4. Administrative Guidelines and Procedures.** Under the City Manager's direction, the City will streamline sponsorship efforts by implementing the following monitoring procedures:
- a. The City Manager has authority to purchase of tables, tickets, or other forms of sponsorship at community events ensuring the City is not duplicating representation or marketing efforts. The City Manager has discretion to delegate spending authority or approval as appropriate.
 - b. Sponsorship of events, programs and activities for Outside Agencies with a City Outside Agency Funding Agreement will be part of the terms of those funding agreements.
 - c. The City will pursue a funding agreement with an agency, if, in aggregate, the City funds an entity \$5,000 or more in one fiscal year.
- 5. Oversight**
- a. The City Council will review and allocate the total funding amount available for sponsorships in any fiscal year in the annual budget.
 - b. The City Council may identify and approve the organizations the City will sponsor.
 - c. The Outside Agency Funding Agreements with outside agencies may include provisions for sponsorship of those organizations.

ADOPTED this _____ day of _____, 2023.

ATTEST:

City Secretary

APPROVED:

Mayor

February 23, 2023
Item No. 9.1.
1011 Wellborn Road- Public Utility Easement Abandonment

Sponsor: Parker Mathews

Reviewed By CBC: N/A

Agenda Caption: Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 0.041 acre variable width Public Utility Easement, said Public Utility Easement being located in the Crawford Burnett Survey, Abstract No. 7, College Station, Brazos County, Texas and being the same easement recorded in volume 1164, page 639 of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Diverse & Growing Economy

Recommendation(s): Staff recommends approval.

Summary: The public utility easement abandonment is being requested by the applicant as a result of a desire to redevelop this lot and construct a commercial building. The previously existing gas, communications, and electrical infrastructure that was existing in the easements have been removed and rerouted making the easement no longer necessary for the City's use.

The 0.041 acre public utility easement is located within the redeveloping property abutting Holleman Drive.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Ordinance Exhibit A
3. Vicinity Map
4. Location Map
5. Application

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.041 ACRE VARIABLE WIDTH PUBLIC UTILITY EASEMENT, SAID PUBLIC UTILITY EASEMENT BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS AND BEING THE SAME EASEMENT RECORDED IN VOLUME 1164, PAGE 639 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.041 acre variable width Public Utility Easement in the Crawford Burnett Survey, Abstract No. 7, College Station, |Brazos County, Texas and being the same easement recorded in volume 1164, page 639 of the Official Records of Brazos County, Texas, and further described in **Exhibit “A”**, attached hereto (hereinafter referred to as the “Public Utility Easement”); and

WHEREAS, in order for the Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Public Utility Easement.
3. There is no anticipated future public need or use for the Public Utility Easement.
4. Abandonment of the Public Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Public Utility Easement as described in **Exhibit “A”** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



(PAGE 1 OF 3)

EXHIBIT “___”

BEING that certain 0.041 of an acre ($\pm 1,790$ sq.ft.) tract situated in the Crawford Burnett Survey, Abstract No. 7, City of College Station, Brazos County, Texas; same being that certain Utility Easement, granted to the City of College Station, recorded in Volume 1164, Page 639 of the Deed Records of Brazos County, Texas; and being a portion of the tract described as 2.33 acres in a Warranty Deed with Vendor's Lien to Bobbie Jo Alexander Trust, recorded Volume 836, Page 454, of said deed records (hereinafter referred to as Bobbie Jo tract); the subject tract is more particularly described as follows (Bearings are based on Grid North per the Texas Coordinate System of 1983, Central Zone.):

COMMENCING at a Mag nail found in the northwest right-of-way line of Holleman Drive (a variable width right-of-way per found monumentation) and the southeast line of said Bobbie Jo tract, at the east corner of that tract described as 24 square feet in a Special Warranty Deed to City of College Station, Texas, recorded under Instrument No. 1408965 of the Official Public Records of Brazos County, Texas; **THENCE** NORTH $60^{\circ} 29' 37''$ EAST, with the common line of said Holleman Drive and said Bobbie Jo tract, a distance of 39.84 feet to a 1/2-inch rebar found at the beginning of a curve to the left (concave northwest), having a radius of 924.94 feet and a chord which bears NORTH $57^{\circ} 35' 25''$ EAST, a distance of 98.03 feet; **THENCE** with said curve to the left an arc length of 98.07 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE into said Bobbie Jo tract and with the west line of the herein described tract the following courses and distances:

1. NORTH $11^{\circ} 00' 30''$ WEST, a distance of 74.68 feet,
2. NORTH $58^{\circ} 25' 03''$ WEST, a distance of 4.60 feet to a point in the southeast face of an existing building as located on the ground November 4, 2020,
3. NORTH $60^{\circ} 21' 07''$ EAST, continuing with the southeast face, a distance of 3.58 feet,
4. SOUTH $29^{\circ} 38' 53''$ EAST, a distance of 0.70 feet;
5. NORTH $60^{\circ} 21' 07''$ EAST, a distance of 2.60 feet to a point at the southeast corner of said existing building,
6. NORTH $29^{\circ} 38' 53''$ WEST, with the northeast face of said existing building, a distance of 27.88 feet at the most northerly corner of the herein described tract;

Dallas-Fort Worth
785 Lonesome Dove Trail
Hurst, Texas 76054
(817)431-4971
Firm #10019500

Central Texas
1516 E. Palm Valley Blvd., Ste. A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

West Texas
426 Graham Street
Tuscola, Texas 79562
(325)672-7420
Firm #10193867

WWW.JPHLANDSURVEYING.COM

(PAGE 2 OF 3)

THENCE continuing into and through said Bobbie Jo tract the following courses and distances:

1. SOUTH 61° 46' 05" EAST, a distance of 33.86 feet,
2. SOUTH 11° 00' 30" EAST, a distance of 74.73 feet to a point in the common curving line of said Holleman Drive and said Bobbie Jo tract at the beginning of a curve to the right (concave northwest), having a radius of 924.94 feet and a chord which bears SOUTH 53° 52' 06" WEST, a distance of 22.09 feet, from which a 1/2-inch capped rebar stamped "JPH Land Surveying" set at the end of said common curving line has an arc length of 167.02 feet and a chord which bears NORTH 48° 00' 40" EAST, a distance of 166.79 feet;

THENCE with said curve to the left an arc length of 22.09 feet to the **POINT OF BEGINNING**, enclosing 0.041 of an acre ($\pm 1,790$ square feet) of land.

Chris Henderson
Registered Professional
Land Surveyor No. 6831
chris@jphls.com
November 9, 2021



Revised January 25, 2023 (add benchmark tie)

Dallas-Fort Worth
785 Lonesome Dove Trail
Hurst, Texas 76054
(817)431-4971
Firm #10019500

Central Texas
1516 E. Palm Valley Blvd., Ste. A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

West Texas
426 Graham Street
Tuscola, Texas 79562
(325)672-7420
Firm #10193867

WWW.JPHLANDSURVEYING.COM

EXHIBIT " "

PAGE 3 OF 3

CRAWFORD BURNETT
SURVEY - ABSTRACT NO. 7

PORTION OF
BOBBIE JO ALEXANDER TRUST
VOL. 836, PG. 454
D.R.B.C.T.

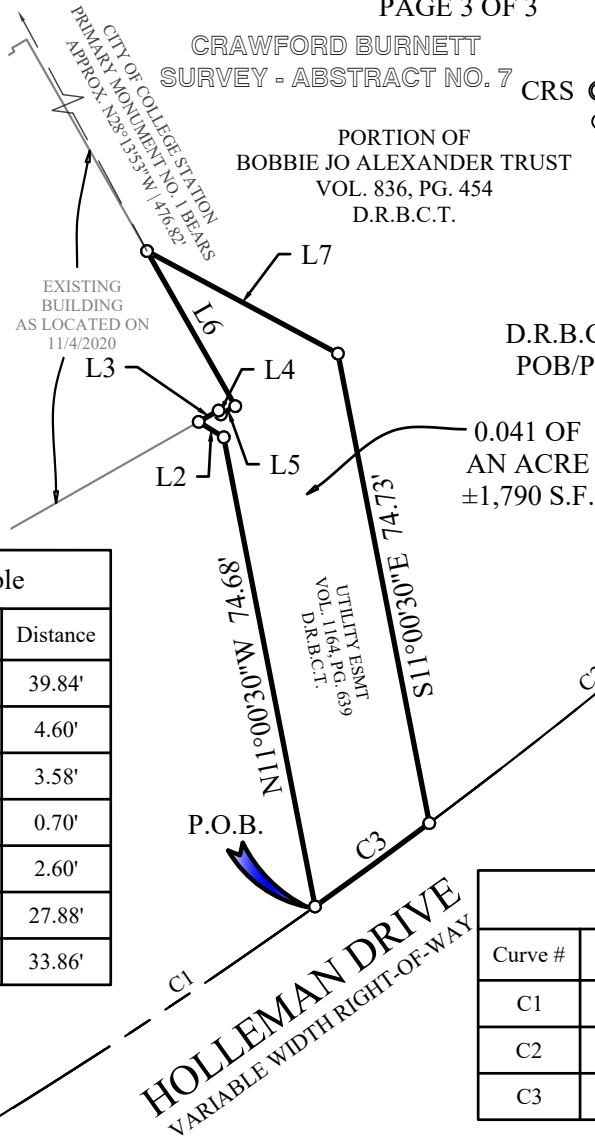
MONUMENTS / BEARING BASIS

- 1/2" rebar stamped "JPH Land Surveying" set
 - Vertex or common point (not a monument)
- Monuments are found if not marked MNS or CRS.**

Bearings are based on Grid North, Texas
Coordinate System of 1983, Central Zone

LEGEND OF ABBREVIATIONS

D.R.B.C.T. Deed Records of Brazos County, Texas
POB/POC Point of Beginning/Point of Commencing



Line Data Table

| Line # | Bearing | Distance |
|--------|-------------|----------|
| L1 | N60°29'37"E | 39.84' |
| L2 | N58°25'03"W | 4.60' |
| L3 | N60°21'07"E | 3.58' |
| L4 | S29°38'53"E | 0.70' |
| L5 | N60°21'07"E | 2.60' |
| L6 | N29°38'53"W | 27.88' |
| L7 | S61°46'05"E | 33.86' |

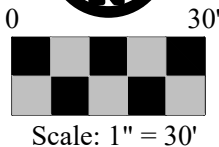
Curve Data Table

| Curve # | Arc | Radius | Delta | Chord Bearing | Chord |
|---------|---------|---------|------------|---------------|---------|
| C1 | 98.07' | 924.94' | 006°04'31" | N57°35'25"E | 98.03' |
| C2 | 167.02' | 924.94' | 010°20'45" | N48°00'40"E | 166.79' |
| C3 | 22.09' | 924.94' | 001°22'07" | S53°52'06"W | 22.09' |

HOLLEMAN DRIVE
VARIABLE WIDTH RIGHT-OF-WAY

CITY OF COLLEGE
STATION, TEXAS
INST. # 1408965
O.P.R.B.C.T.

P.O.C.
1/2" REBAR
MAG NAIL
"JOE ORR INC"



Chris Henderson
Registered Professional
Land Surveyor No. 6831
chris@jphls.com
November 9, 2021
Updated January 25, 2023 (add benchmark tie)



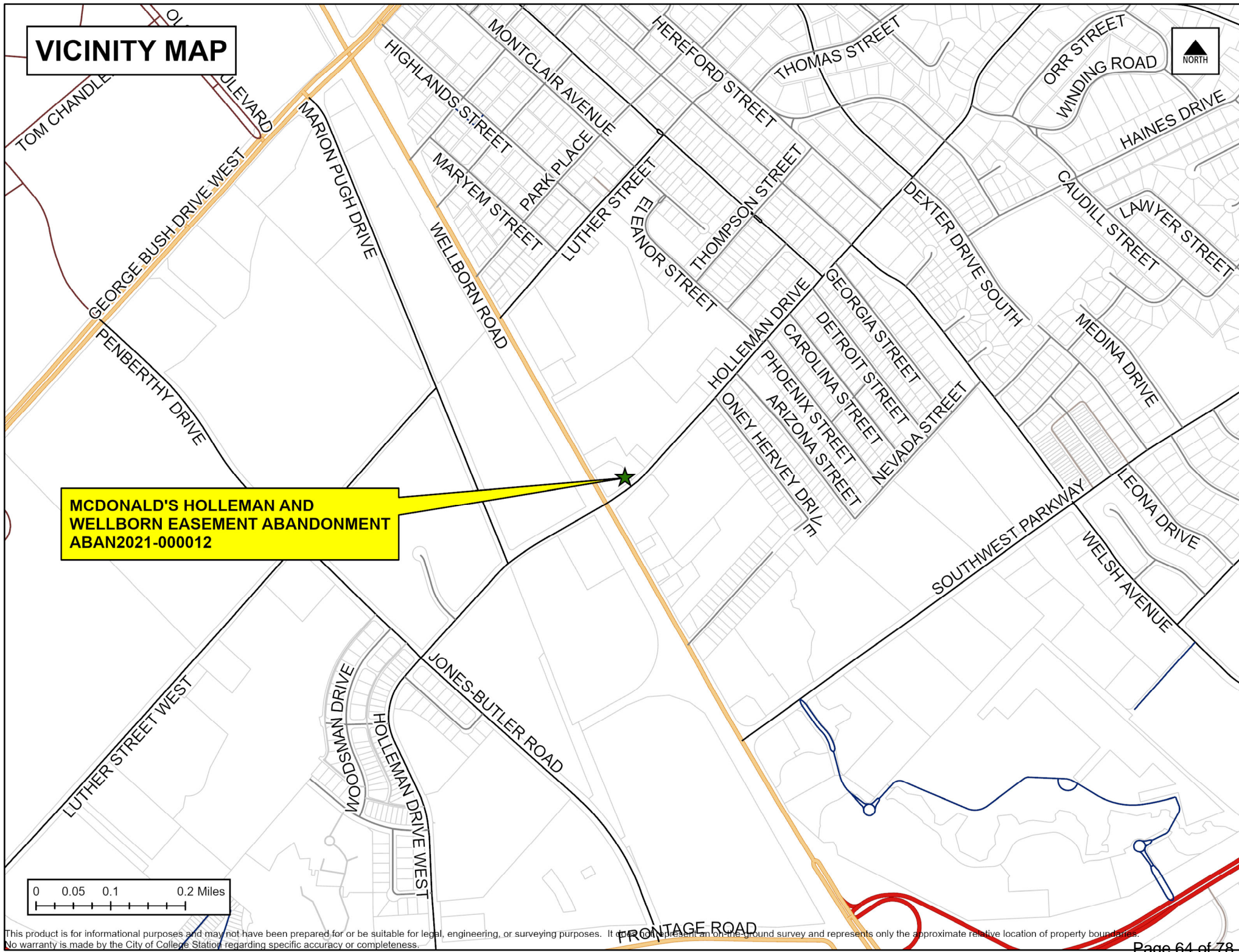
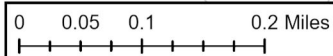
**EXHIBIT SHOWING
1,790 SQUARE FEET
SITUATED IN THE
CRAWFORD BURNETT
SURVEY
ABSTRACT NO. 7
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS**

JPH Job/Drawing No. (see below)
2020.018.012 [42-3257] 1011 Wellborn Rd, College Station,
Brazos Co., TX - ESMT VACATION
© 2023 JPH Land Surveying, Inc. - All Rights Reserved
1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500
DFW | Central Texas | West Texas | Houston

VICINITY MAP



**MCDONALD'S HOLLEMAN AND
WELLBORN EASEMENT ABANDONMENT
ABAN2021-000012**



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

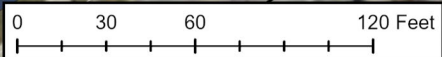
LOCATION MAP

EASEMENT TO BE ABANDONED
0.041 ACRES

WELLBORN ROAD

HOLLEMAN DRIVE

O36A2C016



FOR OFFICE USE ONLY

CASE NO.: _____

DATE SUBMITTED: _____

TIME: _____

STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☐ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ☐ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☐ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☐ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

Found on 1.227 acre portion of Bobbie Jo Alexander Trust Vol. 836, Pg. 454 D.R.B.C.T. Approximately North-East of intersection of Wellborn Road and Holleman Drive. Easement extends about halfway through property.

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):Name Mallory Martin E-mail Mallory.Martin@kimley-horn.comStreet Address 11700 Katy Freeway, Suite 800City Houston State Texas Zip Code 77079Phone Number 281-920-6308 Fax Number _____**PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):**Name Bobbie Jo Alexander Trust E-mail jay@alexanderoil.comStreet Address: P.O. Box 769City Brenham State Texas Zip Code 77834-0769Phone Number 979-830-7840 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Bobbie Jo Alexander Trustee
Signature and title Bobbie Jo Alexander Trust

10-28-21
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

There is a proposed PUE and AE included in the proposed plat that will provide the property access to any public roadways or utilities.

8. That there is no current public need or use for the easement or right-of-way because:

The existing Easement served the building that has already been demolished on the property.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

Any future construction does not require this Easement since this Easement only served the previous building, which has been demolished.

10. That all public utilities have access to serve current and future customers because:

Proposed PUE included in the proposed plat will allow direct access to public utilities and right-of-way.

11. Such public right-of-way/easement has been and is being used as follows:

Existing Easement is being used for the transformer serving the previous building, which has been demolished

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Bobbie J. Alexander Trustee
Signature and title
Bobbie J. Alexander Trust

10-28-21
Date

STATE OF TEXAS §
Washington §
COUNTY OF ~~BRAZOS~~ §
ACKNOWLEDGEMENT

Subscribed and sworn to before me, a Notary Public, this *28th* day of *October*, *2021* by *2009*



Darlene Boecker
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 1011 Wellborn Road

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in
Bobbie Jo Alexander Trust

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.



(PAGE 1 OF 3)

EXHIBIT “___”

BEING that certain 0.041 of an acre ($\pm 1,790$ sq.ft.) tract situated in the Crawford Burnett Survey, Abstract No. 7, City of College Station, Brazos County, Texas; same being that certain Utility Easement, granted to the City of College Station, recorded in Volume 1164, Page 639 of the Deed Records of Brazos County, Texas; and being a portion of the tract described as 2.33 acres in a Warranty Deed with Vendor's Lien to Bobbie Jo Alexander Trust, recorded Volume 836, Page 454, of said deed records (hereinafter referred to as Bobbie Jo tract); the subject tract is more particularly described as follows (Bearings are based on Grid North per the Texas Coordinate System of 1983, Central Zone.):

COMMENCING at a Mag nail found in the northwest right-of-way line of Holleman Drive (a variable width right-of-way per found monumentation) and the southeast line of said Bobbie Jo tract, at the east corner of that tract described as 24 square feet in a Special Warranty Deed to City of College Station, Texas, recorded under Instrument No. 1408965 of the Official Public Records of Brazos County, Texas; **THENCE** NORTH $60^{\circ} 29' 37''$ EAST, with the common line of said Holleman Drive and said Bobbie Jo tract, a distance of 39.84 feet to a 1/2-inch rebar found at the beginning of a curve to the left (concave northwest), having a radius of 924.94 feet and a chord which bears NORTH $57^{\circ} 35' 25''$ EAST, a distance of 98.03 feet; **THENCE** with said curve to the left an arc length of 98.07 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE into said Bobbie Jo tract and with the west line of the herein described tract the following courses and distances:

1. NORTH $11^{\circ} 00' 30''$ WEST, a distance of 74.68 feet,
2. NORTH $58^{\circ} 25' 03''$ WEST, a distance of 4.60 feet to a point in the southeast face of an existing building as located on the ground November 4, 2020,
3. NORTH $60^{\circ} 21' 07''$ EAST, continuing with the southeast face, a distance of 3.58 feet,
4. SOUTH $29^{\circ} 38' 53''$ EAST, a distance of 0.70 feet;
5. NORTH $60^{\circ} 21' 07''$ EAST, a distance of 2.60 feet to a point at the southeast corner of said existing building,
6. NORTH $29^{\circ} 38' 53''$ WEST, with the northeast face of said existing building, a distance of 27.88 feet at the most northerly corner of the herein described tract;

Dallas-Fort Worth
785 Lonesome Dove Trail
Hurst, Texas 76054
(817)431-4971
Firm #10019500

Central Texas
1516 E. Palm Valley Blvd., Ste. A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

West Texas
426 Graham Street
Tuscola, Texas 79562
(325)672-7420
Firm #10193867

WWW.JPHLANDSURVEYING.COM

(PAGE 2 OF 3)

THENCE continuing into and through said Bobbie Jo tract the following courses and distances:

1. SOUTH 61° 46' 05" EAST, a distance of 33.86 feet,
2. SOUTH 11° 00' 30" EAST, a distance of 74.73 feet to a point in the common curving line of said Holleman Drive and said Bobbie Jo tract at the beginning of a curve to the right (concave northwest), having a radius of 924.94 feet and a chord which bears SOUTH 53° 52' 06" WEST, a distance of 22.09 feet, from which a 1/2-inch capped rebar stamped "JPH Land Surveying" set at the end of said common curving line has an arc length of 167.02 feet and a chord which bears NORTH 48° 00' 40" EAST, a distance of 166.79 feet;

THENCE with said curve to the left an arc length of 22.09 feet to the **POINT OF BEGINNING**, enclosing 0.041 of an acre ($\pm 1,790$ square feet) of land.

Chris Henderson
Registered Professional
Land Surveyor No. 6831
chris@jphls.com
November 9, 2021



Revised January 25, 2023 (add benchmark tie)

Dallas-Fort Worth
785 Lonesome Dove Trail
Hurst, Texas 76054
(817)431-4971
Firm #10019500

Central Texas
1516 E. Palm Valley Blvd., Ste. A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

West Texas
426 Graham Street
Tuscola, Texas 79562
(325)672-7420
Firm #10193867

WWW.JPHLANDSURVEYING.COM

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 1011 Wellborn Road

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.

EXHIBIT " "

PAGE 3 OF 3

CRAWFORD BURNETT
SURVEY - ABSTRACT NO. 7

PORTION OF
BOBBIE JO ALEXANDER TRUST
VOL. 836, PG. 454
D.R.B.C.T.

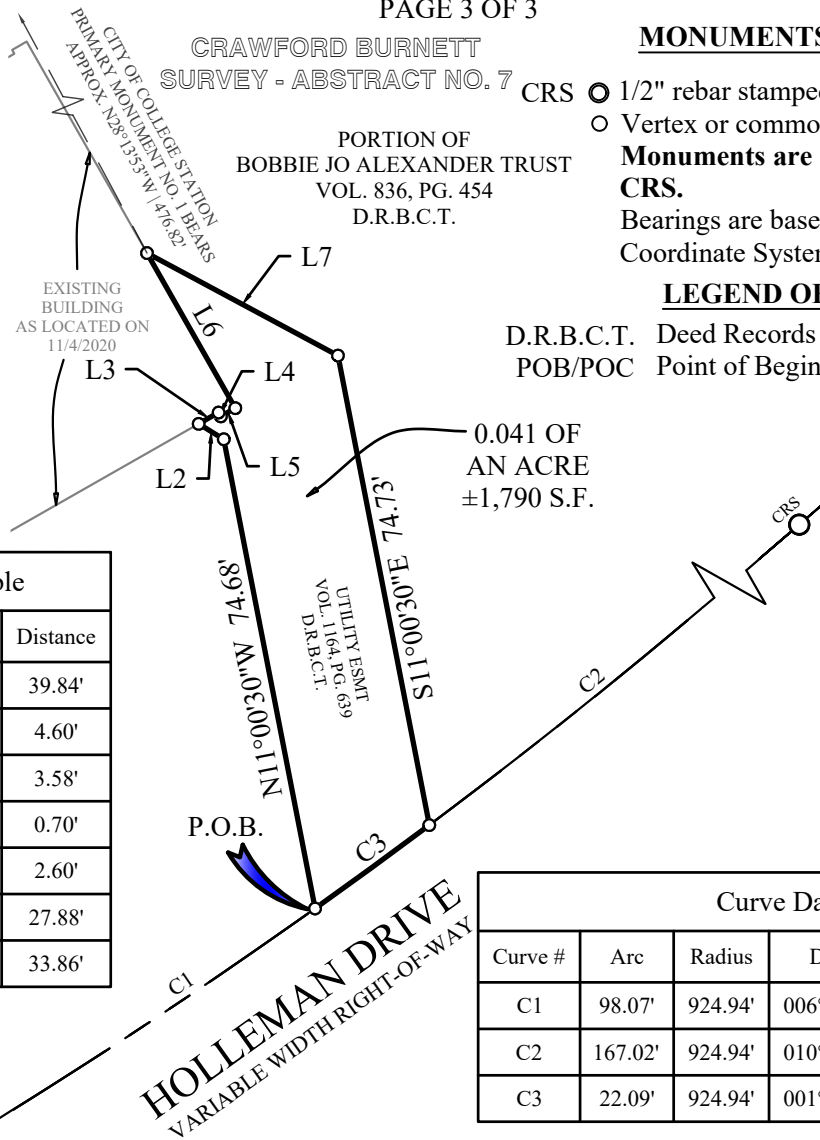
MONUMENTS / BEARING BASIS

- 1/2" rebar stamped "JPH Land Surveying" set
 - Vertex or common point (not a monument)
- Monuments are found if not marked MNS or CRS.**

Bearings are based on Grid North, Texas
Coordinate System of 1983, Central Zone

LEGEND OF ABBREVIATIONS

D.R.B.C.T. Deed Records of Brazos County, Texas
POB/POC Point of Beginning/Point of Commencing



Line Data Table

| Line # | Bearing | Distance |
|--------|-------------|----------|
| L1 | N60°29'37"E | 39.84' |
| L2 | N58°25'03"W | 4.60' |
| L3 | N60°21'07"E | 3.58' |
| L4 | S29°38'53"E | 0.70' |
| L5 | N60°21'07"E | 2.60' |
| L6 | N29°38'53"W | 27.88' |
| L7 | S61°46'05"E | 33.86' |

Curve Data Table

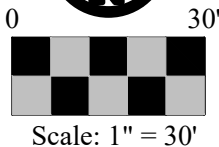
| Curve # | Arc | Radius | Delta | Chord Bearing | Chord |
|---------|---------|---------|------------|---------------|---------|
| C1 | 98.07' | 924.94' | 006°04'31" | N57°35'25"E | 98.03' |
| C2 | 167.02' | 924.94' | 010°20'45" | N48°00'40"E | 166.79' |
| C3 | 22.09' | 924.94' | 001°22'07" | S53°52'06"W | 22.09' |

CITY OF COLLEGE
STATION, TEXAS
INST. # 1408965
O.P.R.B.C.T.

P.O.C.

1/2" REBAR

MAG NAIL
"JOE ORR INC"



Chris Henderson
Registered Professional
Land Surveyor No. 6831
chris@jphls.com
November 9, 2021
Updated January 25, 2023 (add benchmark tie)



**EXHIBIT SHOWING
1,790 SQUARE FEET
SITUATED IN THE
CRAWFORD BURNETT
SURVEY
ABSTRACT NO. 7
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS**

JPH Job/Drawing No. (see below)
2020.018.012 [42-3257] 1011 Wellborn Rd, College Station,
Brazos Co., TX - ESMT VACATION
© 2023 JPH Land Surveying, Inc. - All Rights Reserved
1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500
DFW | Central Texas | West Texas | Houston

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 1011 Wellborn Road

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: Korey LeMond
Title: Engineer

~~VERIZON TELEPHONE COMPANY~~

Frontier Communications

By: [Signature]
Title: DSP Supervisor

SUDDENLINK COMMUNICATIONS

By: [Signature]
Title: Supervisor Operations - Construction 4.11.2022

BRYAN TEXAS UTILITIES

By: [Signature]
Title: Engineering Design Manager

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 1011 Wellborn Road

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 1011 Wellborn Road

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

February 23, 2023
Item No. 9.2.
Committee and Board Appointments

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions:

- Arts Council of Brazos Valley
- CDBG Public Service Review Committee
- Spring Creek Local Government Corporation Services

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: This is appointments committee and boards. A packet containing the applicants' list, applications, and tally sheets will be provided under separate cover.

The Arts Council of Brazos Valley has two (2) positions open: one for a 2-year term (expiring 2025) and one for a 3-year term (expiring 2026). The ACBV was created to perform certain functions traditionally associated with regional arts councils.

The CDBG PSA Funding Review Committee works to make funding recommendations to allocate these funds to local non-profit agencies who will provide direct services to low- and moderate-income residents. The CDBG PSA Funding Review Committee is comprised of up to 6 Council-appointed volunteers. Each member serves for a three-year term. The Committee members will serve in Places 1, 2, 3, 4, 5, and 6. Upon initial appointment, places 1 and 2 shall serve an initial one (1) year term, places 3 and 4 shall serve an initial two (2) year term, and places 4 and 5 shall serve an initial three (3) year term. Thereafter, each place must be appointed to three – year terms.

The Spring Creek Board has one (1) position open: one for a 1-year unexpired term (expiring 12/23). The Spring Creek Local Government Corporation oversees the development of this property. It has the power to acquire, own, and dispose of real estate subject to the approval of the College Station City Council. The corporation may also authorize improvements to real estate, including basic infrastructure, streets, buildings and signage.

Budget & Financial Summary: None

Attachments:

None

February 23, 2023

Item No. 12.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board, Brazos County Health Dept., Brazos Appraisal District, Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMMA, BVWACS, College Station History Sub-Committee, Compensation and Benefits Committee, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Regional Mobility Authority Board, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None